

1 LAUREL E. DAVIS, ESQ., Nevada Bar No. 3005
 2 LIONEL SAWYER & COLLINS
 3 1700 Bank of America Plaza
 4 300 South Fourth Street
 5 Las Vegas, NV 89101
 6 Telephone: (702) 383-8888
 7 Facsimile: (702) 383-8845
 8 Email: Ldavis@lionelsawyer.com

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 10 Attorneys for the Canepa Group

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 12 **UNITED STATE BANKRUPTCY COURT**
 13 **DISTRICT OF NEVADA**

14 In re:)	Case No. BK-S-06-10725-LBR
15 USA COMMERCIAL MORTGAGE COMPANY,)	Case No. BK-S-06-10726-LBR
16 Debtor.)	Case No. BK-S-06-10727-LBR
17)	Case No. BK-S-06-10728-LBR
18)	Case No. BK-S-06-10729-LBR
19 In re:)	Chapter 11
20 USA CAPITAL REALTY ADVISORS, LLC,)	
21 Debtor.)	Jointly Administered Under
22)	Case No. BK-S-06-10725-LBR
23 In re:)	
24 USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC,)	
25 Debtor.)	
26)	
27 In re:)	
28 USA CAPITAL FIRST TRUST DEED FUND, LLC,)	
29 Debtor.)	
30)	
31 In re:)	
32 USA SECURITIES, LLC,)	
33 Debtor.)	
34)	
35 Affects:)	
36 <input type="checkbox"/> All Debtors)	
37 <input checked="" type="checkbox"/> USA Commercial Mortgage Company)	
38 <input type="checkbox"/> USA Securities, LLC)	Date: May 18, 2006
39 <input type="checkbox"/> USA Capital Realty Advisors, LLC)	Time: 9:30 a.m.
40 <input type="checkbox"/> USA Capital Diversified Trust Deed Fund, LLC)	
41 <input type="checkbox"/> USA First Trust Deed Fund, LLC)	
42)	

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 44 **JOINDER IN WALSH OPPOSITION TO DEBTOR'S MOTION AUTHORIZING DEBTOR**
 45 **PURSUANT TO 11 U.S.C. § 105 AND § 363(b)(1), TO ACCEPT LOAN PAYMENT**
 46 **PROCEEDS AND PROVIDE PARTIAL RELEASES OR FULL RELEASES IN**
 47 **CONNECTION WITH THE SALE OF PROPERTIES SECURING LOANS ORIGINATED**
 48 **BY THE DEBTOR TO THIRD-PARTY BORROWERS, AND TO RATIFY PARTIAL**
 49 **RELEASES PREVIOUSLY PROVIDED BY DEBTOR**

The Canepa Group consists of seven Direct Lenders¹ whose original investments in 13 different loans² exceed \$3.1 million. In the Motion, USA Commercial Mortgage Company ("Debtor") represents that on April 27, 2006, it received \$5,867,134.46 from the borrower on the Opaque Land Development Loan ("Opaque Loan"). Members of the Canepa Group hold beneficial interests in the Opaque Loan which is the subject of the Motion, and they agree that any release of their collateral must be accompanied by a contemporaneous distribution of the dollar amounts due and payable to them based upon their beneficial interests in the Opaque Loan.³

The Canepa Group joins the Opposition to the Motion filed by Gregory J. Walch and Shauna M. Walch, Trustees of the Gregory J. and Shauna M. Walch Family Trust ("Walch Opposition"). The Debtor must honor its contractual and fiduciary obligations to the Direct Lenders arising under the Loan Servicing Agreements, Powers of Attorney and NRS 645B.175. Those obligations clearly require the Debtor to simultaneously pay the Direct Lenders in conjunction with the execution of any partial or full release of the Direct Lender's collateral. Consequently, the Court should require the Debtor to fulfill each and every one of its contractual and fiduciary obligations as a condition of granting the relief requested by the Motion.

Respectfully submitted,

LIONEL SAWYER & COLLINS

/s/ Laurel E. Davis

By _____
Laurel E. Davis
Attorneys for the Canepa Group

¹ Scott K. Canepa; Shawntelle Davis-Canepa; Scott K. Canepa Defined Benefit Pension Plan; Evelyn G. Canepa Trust, Evelyn G. Canepa and Scott Krusee Canepa Trustees; Gary T. and Lori R. Canepa, Trustees of the G. & L. Trust dated 11/25/91; Louis John Canepa Trustee of the Louis John Canepa Revocable Trust dated 6/18/98; and Michael Wagnon (collectively "the Canepa Group")

² 3685 Fernando Road, Boise Gowan, Brookmere, Bundy Canyon, Cabernet, Clear Creek, Fiesta/Murietta, Hasley Canyon, Margarita Annex, Opaque, Placer Vineyards, Rio Bravo/SVRP, and Southern California Land Development.

³ The Canepa Group disagrees with the Walsh Opposition to the extent that the Walsh Opposition suggests that the Debtor should remain in place as loan servicing agent for any of their Direct Loans.